

# CONFIDENTIAL

MC-060

<b>ATTORNEY (Name, state bar number, and address):</b> Gabriel H. Avina (SBN 216099); Kevin S. Conlogue (SBN 285277) Law Office of Gabriel H. Avina; Law Office of Kevin S. Conlogue 3781 Cimarron Street Los Angeles, CA 90018 TELEPHONE NO.: (213) 255-8837 FAX NO. (Optional): (213)477-2069 E-MAIL ADDRESS (Optional): LACivilRightsLawyer@gmail.com ATTORNEY FOR: <input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> OTHER (specify):		<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b> STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
PLAINTIFF: [UNDER SEAL] DEFENDANT: [UNDER SEAL]		
<b>CONFIDENTIAL COVER SHEET-FALSE CLAIMS ACTION</b>		CASE NUMBER:

<b>INSTRUCTIONS:</b> This civil action is brought under the False Claims Act, Government Code section 12650 et seq. The documents filed in this case are under seal and are confidential pursuant to Government Code section 12652(c).  This Confidential Cover Sheet must be affixed to the caption page of the complaint and to any other paper filed in this case until the seal is lifted.  You should check with the court to determine whether papers filed in False Claims Act cases must be filed at a particular location.	Seal to expire on (date):  <b>UNLESS:</b> (1) Motion to extend time is pending; or (2) Extended by court order
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1. The document to which this cover sheet is affixed is:

- a. ☒ Complaint for damages for violation of the False Claims Act
- b. ☐ Civil Case Cover Sheet (form 982.2(b)(1))
- c. ☐ Motion for an extension of time to intervene
- d. ☐ Affidavit or other document in support of the motion for an extension of time
- e. ☐ Order extending time to intervene (specify date order expires):
- f. ☐ Other order (describe):
  
- g. ☐ Notice from the Attorney General of additional prosecuting authority that may have access to the file
- h. ☐ Other (describe):

2. This Confidential Cover Sheet and the attached document must each be separately file-stamped by the clerk of the court.

Date: March 23, 2017

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13 Attorneys for Plaintiff  
14 JENA VASQUEZ

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF LOS ANGELES**

17 JENA VASQUEZ, an individual and Qui Tam  
18 Plaintiff, on behalf of herself and the State of  
19 California and the City of Los Angeles;

20 Plaintiff,

21 v.

22 HOLLYWOOD BEAUTIFICATION TEAM, a  
23 California business entity; SHARYN ROMANO, a  
24 individual; DANIELLE MORRISON, an  
25 individual; JUDY MAPILE, an individual; and  
26 DOES 1 to 25, inclusive,

27 Defendants.

CASE NO.:

**COMPLAINT FOR DAMAGES:**

- (1) QUI TAM [Gov't Code §§ 12651, 12652(c)]
- (2) RETALIATION [Gov't Code § 12653]
- (3) WHISTLEBLOWER RETALIATION [Lab. Code §1102.5]
- (4) CONSTRUCTIVE WRONGFUL TERMINATION
- (5) NONPAYMENT OF WAGES UPON SEPARATION [Lab. Code § 203]
- (6) UNFAIR BUSINESS PRACTICES [Bus. & Prof. Code §§ 17200 et seq.]

**DEMAND FOR JURY TRIAL**

28 COMES NOW, Plaintiff, JENA VASQUEZ, an individual and Qui Tam Plaintiff, on  
behalf of herself and the State of California and the City of Los Angeles, for causes of action  
against Defendants, HOLLYWOOD BEAUTIFICATION TEAM, a California business entity;  
SHARYN ROMANO, an individual; DANIELLE MORRISON, an individual; JUDY MAPILE,  
an individual; and DOES 1 to 25, inclusive, and each of them, complains and alleges as follows:

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1 mentioned was the CEO of Defendant HOLLYWOOD BEAUTIFICATION TEAM.

2 9. At all times herein relevant, Plaintiff is informed and believes, and thereupon  
3 alleges, that Defendant DANIELLE MORRISON is, and at all times herein mentioned was, an  
4 individual who resided in the County of Los Angeles, State of California, and is the niece of  
5 Defendant SHARYN ROMANO.

6 10. At all times herein relevant, Plaintiff is informed and believes, and thereupon  
7 alleges, that Defendant JUDY MAPILE is, and at all times herein mentioned was, an individual  
8 who resided in the County of Los Angeles, State of California, and is the sister of Defendant  
9 SHARYN ROMANO.

10 11. The true names and capacities, whether individual, plural, corporate, partnership,  
11 associate, or otherwise, of DOES 1 through 25, inclusive, are unknown to Plaintiff who therefore  
12 sued said Defendants by such fictitious names. The full extent of the facts linking such  
13 fictitiously sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and  
14 thereon alleges, that each of the Defendants designated herein as a DOE was, and is, negligent, or  
15 in some other actionable manner, responsible for the events and happenings hereinafter referred  
16 to, and thereby negligently, or in some other actionable manner, legally and proximately caused  
17 the hereinafter described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of  
18 the Court to amend this Complaint to show the Defendants' true names and capacities after the  
19 same have been ascertained.

20 12. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
21 herein, Defendants, HOLLYWOOD BEAUTIFICATION TEAM, a California business entity;  
22 SHARYN ROMANO, an individual; DANIELLE MORRISON, an individual; JUDY MAPILE,  
23 an individual; and DOES 1 to 25, inclusive (hereafter "Defendants"), and each of them, were  
24 agents, servants, employees, successors in interest, and/or joint venturers of their co-Defendants,  
25 and were, as such, acting within the course, scope, and authority of said agency, employment,  
26 and/or venture, and with the consent of their co-Defendants, and/or said acts were ratified by their  
27 co-Defendants, and that each and every Defendant, as aforesaid, when acting as a principal, was  
28 negligent in the selection and hiring, training, and supervision of each and every other Defendant

as an agent, servant, employee, successor in interest, and/or joint venture.

### **FACTUAL ALLEGATIONS**

13. Defendants engaged in a practice and scheme of defrauding the State of California and the City of Los Angeles millions of dollars by falsifying invoices for projects performed by Defendants. The invoices were falsified by increasing the numbers of hours worked by Defendants' employees, charging the State of California and the City of Los Angeles for work performed by Defendants' volunteers, and inflating the quantity of materials used at a site or project.

14. Defendants would enter into contracts, or projects, with the State of California and the City of Los Angeles to provide landscaping and environmental services. Whatever the specific budget was allocated for a project, Defendants would falsify records and invoices so that Defendants would obtain 90% or more of the budget as payment from the State of California and the City of Los Angeles, even though Defendants' actual costs, including employees' salaries, would be between 25% and 50% of the budget allowed. Defendants falsified records to illegally obtain more money than was due from the State of California and the City of Los Angeles.

15. On or about 2014 through 2016, Defendants had a contract, or a project, with the State of California titled the California Fire Grant. During this time, Defendants planted 450 trees in the Palmdale area with 5 to 6 employees and numerous volunteers. Defendant SHARYN ROMANO invoiced the State of California for the hours worked by the volunteers and for additional trees beyond the 450 that were not planted, fully knowing that the submitted invoice was false. The State of California paid monies to Defendants for volunteer workers and trees that were not planted.

16. On or about 2013 through 2016, Defendants DANIELLE MORRISON and JUDY MAPILE received as part of the compensation from Defendant HOLLYWOOD BEAUTIFICATION TEAM mileage and a car allowance, yet neither defendant drove. The monies paid to Defendants DANIELLE MORRISON and JUDY MAPILE for mileage and car allowances came directly from the State of California and the City of Los Angeles. Defendant SHARYN ROMANO approved these benefits paid to Defendants DANIELLE MORRISON and

1 JUDY MAPILE. Additionally, Defendant would take \$450 per month during the same time  
2 period as a travel allowance without incurring any travel expenses. This \$450 per month was paid  
3 directly by the State of California and the City of Los Angeles.

4 17. On or about November 2014 through March 2016, Defendants entered into a  
5 contract with the City of Los Angeles, Contract Number C-122619, Amendment 8, titled Keep  
6 Los Angeles Beautiful – Rain Barrel Program. The contacts at the City of Los Angeles for this  
7 program are Paul Racs and Francisco Campos. The project cost of this program was \$50,000.00,  
8 yet the true costs of Defendants for this program was 1/3 of the collected amount from the City of  
9 Los Angeles. Defendant SHARYN ROMERO forced Plaintiff to submit false and inflated  
10 statements and invoices to the City of Los Angeles so that Defendants would be paid more money  
11 than what was owed. Defendant SHARYN ROMERO did so while knowing that the invoices and  
12 statements were false.

13 18. Defendants also participated in several fraudulent billing practices against the City  
14 of Los Angeles in projects called Environmental & Enhancement Mitigation Programs. Program  
15 9 began on or around January 2012 and is still continuing, and has a cost of \$175,000.00, but  
16 Defendant SHARYN ROMERO has required inflated employee hours and fabricated materials to  
17 be falsely billed to the City of Los Angeles from Program 9. Program 10 has concluded and had  
18 project costs of \$92,000.00, which was also based upon falsified employee hours and materials  
19 that were not used. Program 11 began on or around June 2013 and concluded in 2015, and had a  
20 project cost of \$200,000.00, which was also based upon falsified employee hours and materials  
21 that were not used.

22 19. On or about July 2016 through December 2016, Defendants entered into a contract,  
23 or project, with the State of California titled Prop 84 Eagle Rock Elementary (“Eagle Rock  
24 Project”). Defendants were to provide services of restoring the landscape and environment at  
25 Eagle Rock Elementary School located at 2057 Fair Park Avenue, Los Angeles, California 90041.

26 20. With the Eagle Rock Project, Defendants were given a budget of \$350,000.00, and  
27 their main contact at the State of California was Jocelyn Raphael. Defendants knowingly  
28 presented numerous falsified records, statements, and invoices to Mrs. Raphael and the State of

1 California to obtain money not due or owed.

2 21. During the course of the Eagle Rock Project, Plaintiff was required to submit  
3 records, statements, and invoices on a monthly basis to Mrs. Raphael for the services performed,  
4 hours worked, and materials used by Defendants. Before initially submitting the records,  
5 statements, and invoices, Defendant SHARYN ROMANO would require that Plaintiff and other  
6 employees inflate the hours worked on the project, typically by two hours per employee per day,  
7 and the amount of materials used so that the State of California would be charged more than the  
8 services performed and the materials used. If Mrs. Raphael struck any items from submitted  
9 records and invoices, Defendant SHARYN ROMANO would require Plaintiff to make up the  
10 difference in an invoice by resubmitting the invoice with additional falsely worked hours by  
11 employees.

12 22. Defendants have two other contracts, or projects with the City of Los Angeles,  
13 through the Office of Community Beautification. The Graffiti Removal Project and the LA Clean  
14 Streets Project, Contract No. C-122619, Amendment 9, both began on or around July 2016 and  
15 are planned to go through June 2017. The Graffiti Removal Project has a budget of \$640,000.00,  
16 and the LA Clean Streets Project has a budget of \$75,000.00. Defendants wanted Plaintiff to  
17 falsify invoices and billings for these two projects so that Defendants could obtain as much of the  
18 \$640,000.00 and \$75,000.00 as possible, even though Defendants true labor and material costs  
19 were well below those values. Plaintiff's refusal to falsify statements and invoices for these  
20 projects, amongst others, led to the constructive termination of Plaintiff on November 30, 2016.

21 23. On or about 2015, Defendant SHARYN ROMANO received \$650,000.00 from the  
22 Los Angeles City Council District 11 to pay off the mortgage for Defendant HOLLYWOOD  
23 BEAUTIFICATION TEAM's offices. However, Defendant SHARYN ROMANO used this  
24 money which was earmarked for Defendants' mortgage only, and embezzled this money in other  
25 projects. Some of the money was used at the Eagle Rock Project without the consent or approval  
26 by the State of California or the City of Los Angeles.

27 24. On or about 2003 until 2013, Defendant DANIELLE MORRISON had left  
28 employment at the Hollywood Beautification Team, but she still collected a salary of around

1 \$86,631.62 during those years. Upon Defendant DANIELLE MORRISON's official return in  
2 2013, she continued to receive a salary yet not perform any duties or services at the Hollywood  
3 Beautification Team. From January 2015 through April 2016, Defendant DANIELLE  
4 MORRISON worked only 49 official days, yet collected her full salary. Defendant DANIELLE  
5 MORRISON collecting a salary at all aforementioned times was approved and ratified by  
6 Defendant SHARYN ROMANO. Monies paid to Defendant DANIELLE MORRISON during  
7 these periods came from the State of California and the City of Los Angeles.

8 25. Defendants submitted false records, statements, and invoices to the State of  
9 California and the City of Los Angeles in the above mentioned conduct, while Defendants had  
10 actual knowledge that the records, statements, and invoices were false. Defendants had admitted  
11 to Plaintiff that the Defendants knew that they were submitting false information, and that the  
12 funds requested by Defendants exceeded the amount to which they were entitled to.

13 26. The Qui Tam Plaintiff is the "original source" of information about the false claims  
14 and invoices of Defendants in that the Qui Tam Plaintiff is voluntarily providing the information  
15 to the State of California and the City of Los Angeles while filing this action under seal. As a  
16 result of providing this information, the State of California and the City of Los Angeles is  
17 afforded an opportunity to investigate the allegations contained herein and given an opportunity to  
18 intervene.

19 **FIRST CAUSE OF ACTION**

20 **QUI TAM [Gov't Code §§ 12651, 12652(c)]**

21 **(By Qui Tam Plaintiff Against All Defendants)**

22 27. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
23 and statement contained in the prior paragraphs, as though fully set forth herein.

24 28. This is a claim for treble damages and forfeitures under the California False Claims  
25 Act, Gov't Code §§ 12651, 12652(c).

26 29. Through the acts described above, Defendants and their agents and employees  
27 knowingly presented and caused to be presented to officers and employees of the State of  
28 California and the City of Los Angeles false or fraudulent invoices in order to charge them false



1 amounts due for services performed under government contracts.

2 30. Through the acts described above, Defendants and their agents and employees  
3 knowingly made, used, or caused to be made or used, false records or statements to get such false  
4 or fraudulent invoices paid by the State of California and the City of Los Angeles.

5 31. Through the acts described above, Defendants and their agents and employees  
6 knowingly made, used, or caused to be made or used, false records or statements to overcharge  
7 and to increase the obligation to pay money by the State of California and the City of Los  
8 Angeles.

9 32. The State of California and the City of Los Angeles, unaware of the falsity of the  
10 records, statements, and invoices made or submitted by Defendants and their agents and  
11 employees, paid and continue to pay Defendants for invoices that would not be paid if the truth  
12 were known.

13 33. As a direct result of the Defendants' false records, statements, invoices, and  
14 omissions, the State of California and the City of Los Angeles has been damaged in an amount of  
15 millions of dollars in false and inflated invoices and charges, to be proven at trial.

16 34. The limitations of provisions of Gov't Code § 12654(a) make this complaint timely  
17 with respect to all violations occurring within a ten-year period from the date of filing of this  
18 complaint.

19 **SECOND CAUSE OF ACTION**

20 **RETALIATION [Gov't Code § 12653]**

21 **(By Plaintiff Against All Defendants)**

22 35. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
23 and statement contained in the prior paragraphs, as though fully set forth herein.

24 36. At all relevant times mentioned herein, Plaintiff was employed by Defendants in  
25 performing accounting duties.

26 37. At all relevant times mentioned herein, Defendants required that Plaintiff falsify  
27 records, statements, and invoices to the State of California and the City of Los Angeles in  
28 violation of public policy.

38. Plaintiff wished to stop the false records, statements, and invoices that were sent to the State of California and the City of Los Angeles. Plaintiff informed Defendants that the fraudulent practices need to stop, and instead of agreeing with Plaintiff, Plaintiff was threatened and harassed by Defendants. The working environment became so toxic that a reasonable person in Plaintiff's position would have no reasonable alternative except to resign.

39. On or about November 30, 2016, Plaintiff resigned because she was required by Defendants to submit false records, statements, and invoices to the State of California and the City of Los Angeles. Plaintiff's resignation was at the request of Defendants.

40. As a legal, direct, and proximate result of the aforementioned conduct of Defendants, Plaintiff sustained general and special damages. Defendants' actions have caused, and continue to cause Plaintiff to suffer mental and emotional pain and suffering. The exact amount of Plaintiff's damages will be stated according to proof, pursuant to California Code of Civil Procedure Section 425.10.

### THIRD CAUSE OF ACTION

## WHISTLEBLOWER RETALIATION [Lab. Code §1102.5]

**(By Plaintiff Against All Defendants)**

41. Plaintiff re-alleges and incorporates herein by reference each and every allegation and statement contained in the prior paragraphs, as though fully set forth herein.

42. Labor Code section 1102.5(c) provides, in relevant part, that: “An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.”

43. Labor Code section 1103 makes a violation of Labor Code section 1102.5 a misdemeanor.

44. In retaliating against and constructively discharging Plaintiff, Defendants have violated Labor Code section 1102.5.

#### **FOURTH CAUSE OF ACTION**

## CONSTRUCTIVE WRONGFUL TERMINATION

1 **(By Plaintiff Against All Defendants)**

2 45. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
3 and statement contained in the prior paragraphs, as though fully set forth herein.

4 46. Defendants requirement that Plaintiff falsify records, statements, and invoices to  
5 the State of California and the City of Los Angeles is against public policy.

6 47. Defendants requirement that Plaintiff falsify records, statements, and invoices to  
7 the State of California and the City of Los Angeles is so intolerable that a reasonable person in  
8 Plaintiff's position would have no reasonable alternative except to resign.

9 48. On or about November 30, 2016, Plaintiff resigned because she was required by  
10 Defendants to submit false records, statements, and invoices to the State of California and the  
11 City of Los Angeles. Plaintiff's resignation was at the request of Defendants.

12 49. As a legal, direct, and proximate result of the aforementioned conduct of  
13 Defendants, Plaintiff sustained general and special damages. Defendants' actions have caused,  
14 and continue to cause Plaintiff to suffer mental and emotional pain and suffering. The exact  
15 amount of Plaintiff's damages will be stated according to proof, pursuant to California Code of  
16 Civil Procedure Section 425.10.

17 **FIFTH CAUSE OF ACTION**

18 **NONPAYMENT OF WAGES UPON SEPARATION [Lab. Code § 203]**

19 **(By Plaintiff Against All Defendants)**

20 50. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
21 and statement contained in the prior paragraphs, as though fully set forth herein.

22 51. California Labor Code §§ 201 and 202 requires Defendants to pay all  
23 compensation due and owing to former employees at or around the time employment is  
24 terminated. Section 203 of the California Labor Code provides that if an employer willfully fails  
25 to pay compensation promptly upon discharge or resignation, as required by §§ 201 and 202, then  
26 the employer is liable for penalties in the form of continued compensation up to thirty (30) work  
27 days.

28 52. At all times relevant during the liability period, Plaintiff was an employee of

1 Defendants covered by Labor Code § 203.

2 53. Plaintiff was not paid her final paycheck for her work performed for twenty-one  
3 (21) days after her termination.

4 54. Defendants willfully failed to pay Plaintiff upon her termination or separation from  
5 employment with Defendants as required by California Labor Code §§ 201 and 202. As a result,  
6 Defendants are liable to Plaintiff for waiting time penalties amounting to twenty-one (21) days  
7 wages for Plaintiff pursuant to California Labor Code § 203.

8 **SIXTH CAUSE OF ACTION**

9 **UNFAIR BUSINESS PRACTICES [Bus. & Prof. Code §§ 17200 et seq.]**

10 **(By Plaintiff Against All Defendants)**

11 55. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
12 and statement contained in the prior paragraphs, as though fully set forth herein.

13 56. Defendants' conduct described herein violated the Unfair Competition Law (the  
14 "UCL"), codified at California Business and Professions Code section 17200, et seq., because  
15 defendants engaged in unfair competition by knowingly charging the State of California and the  
16 City of Los Angeles fees and invoices that were false and fraudulent. As described herein,  
17 Defendants' business practices are unethical, oppressive, and/or offend established public  
18 policies.

19 57. Defendants' omissions described herein have deceived the State of California, the  
20 City of Los Angeles, and members of the public.

21 58. Defendants business practices alleged herein are unlawful because they violate  
22 California Governmental Code §§ 12650.

23 59. Defendants' business practices alleged herein are unfair because Defendants'  
24 business practices threaten an incipient violation of California laws, violates the policy and spirit  
25 of such laws, and otherwise significantly threatens and harms the State of California, the City of  
26 Los Angeles, and its consumers.

27 60. Plaintiff, on behalf of the State of California and the City of Los Angeles, has been  
28 actually harmed and suffered injury-in-fact as a result of Defendants' conduct.

61. As a result of the conduct described herein, Defendants have been unjustly enriched at the expense of Plaintiff, the State of California, and the City of Los Angeles.

62. Plaintiff is entitled to equitable relief, including restitution of improperly retained income and disgorgement of profits, attorneys' fees and costs, and permanent equitable relief to prevent such conduct in the future.

63. Defendants' unfair business practices described herein are immoral, unethical, oppressive, unscrupulous, unconscionable, and/or substantially injurious to members of the public, including Plaintiff.

## PRAYER FOR DAMAGES

WHEREFORE, Plaintiff hereby pray for judgment against Defendants, and each of them, as follows:

1. For injunctive relief to prevent Defendants from further violation of Gov't Code § 12650;
2. For the assessment of treble damages against the Defendants for the damages sustained by the State of California and the City of Los Angeles;
3. For a civil penalty between \$5,500.00 and \$11,000.00 to be assessed against Defendants in favor of the State of California and the City of Los Angeles for each violation;
4. For Plaintiff be awarded the maximum amount allowed pursuant to Gov't Code § 12651(a);
5. For general damages (also known as non-economic damages), in an amount in excess of the jurisdictional minimum, according to proof;
6. For special damages (also known as economic damages), in excess of the jurisdiction minimum, according to proof;
7. For restitution of the unjust benefits Defendants received from the conduct described herein;
8. For prejudgment interest, according to proof;
9. For any recoverable costs of suit incurred herein, according to proof;
10. For attorneys fees, according to proof; and,
11. For such other and further relief as the Court may deem just and proper for Plaintiff, the

State of California, and the City of Los Angeles.

Dated: March 22, 2017

By:

**THE LAW OFFICES OF GABRIEL H. AVINA**  
**THE LAW OFFICE OF KEVIN S. CONLOGUE**

K. C.

Gabriel H. Avina, Esq.  
Kevin S. Conlogue, Esq.  
*Attorneys for Plaintiff*

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Dated: March 22, 2017 By: **THE LAW OFFICES OF GABRIEL H. AVINA**  
**THE LAW OFFICE OF KEVIN S. CONLOGUE**

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